CITY OF SANTA FE

Memorandum

Date: March 28, 2025

To: Mark Scott, City Manager MS
MS

Via: Regina Wheeler
Regina Wheeler (Apr 16, 2025 19:48 MDT)
Regina Wheeler, Public Works Department Director

From: Melissa McDonald, Parks and Open Space Division Director MMc

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Action:
Approve $197,347 Donation of Modular Ramp System for Mountain Bike Courses from Fat Tire Society to Replace Existing Equipment.

Background:
The Santa Fe Fat Tire Society is a local nonprofit committed to mountain biking and outdoor recreation, and a long-standing partner of the Parks and Open Space Division. The organization has adopted several trails at La Tierra Open Space and has generously offered to donate a modular ramp system for the mountain bike course at the Frijoles Trail. This equipment will replace aging and deteriorated features that have exceeded their intended lifespan and are no longer in good condition.

The estimated value of the donation is $197,347. Per the attached donation agreement, the equipment will be delivered and installed by the donor. The Parks and Open Space Division has inspected the equipment and confirmed it is in good condition. Once installed, the Division will coordinate the installation process and assume ownership and responsibility for ongoing maintenance.

Attachment:
Donation Agreement: Santa Fe Fat Tire Society Modular Ramp System for Mountain Bike Courses

CITY OF SANTA FE
DONATED EQUIPMENT AGREEMENT

This Agreement is made and entered into by and between the City of Santa Fe (the "City") and the Fat Tire Society (the "Donor"). The effective date of this Agreement shall be the date when it is executed by both the City and the Donor, whichever occurs last.

RECITALS

WHEREAS, the Fat Tire Society and the City agree that the equipment along the Frijoles trailhead skills area, including the following lines; Wooden Jesus, OG Line, Mulch Line, and Larry's Line, within La Tierra Open Space is aging and could be replaced;

WHEREAS, the Donor has agreed to donate sixteen ramps and 8 trails signs supplied and purchased by the Fat Tire Society (as described in Exhibit A) to be installed in La Tierra Open Space at Frijoles mountain bike trails, along Hwy 599, Santa Fe, New Mexico, 87501, in the areas designated in Exhibit B;

WHEREAS, the Donor has agreed to provide the ramp equipment at no cost to the City;

WHEREAS, the City has agreed to accept the donated equipment as replacement equipment; and

WHEREAS, the equipment is valued at $197,347 dollars (as identified in Exhibit A).

NOW, THEREFORE, both parties agree to the following terms and conditions:

1. INSTALLATION AND OWNERSHIP

A. Installation is the sole responsibility of the Donor, who shall bear all installation and removal costs and provide the required certificate of insurance binder, as noted below:

1. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

2. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

3. **Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of

any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Donor hereunder.

4. Donor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Donor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

B. Installation shall be coordinated with the Parks and Open Space Division.

C. Ownership of the equipment shall be transferred to the City upon its installation, review, and acceptance.

2. MAINTENANCE

A. The City shall make reasonable efforts to maintain and repair the equipment in an appropriate manner. However, the City shall have sole discretion in determining whether to repair or restore the equipment. This determination will take into account the ten (10) year expected lifespan of the equipment.

3. REMOVAL OR DESTRUCTION

A. The Donor acknowledges that public equipment is subject to unforeseen or unavoidable damage or destruction.
B. The Donor agrees that the City's Parks and Open Spaces Director has the absolute right to remove, relocate, transport, or transfer (hereinafter referred to as "Alterations") the equipment as deemed necessary by the City.
C. The Parks and Open Spaces Director shall make a reasonable effort to provide the Donor with prior written notice before undertaking any Alterations.

4. FUTURE SITE DEVELOPMENT

A. The City and the Donor acknowledge that future site developments near the equipment may change its intended use or necessitate its removal.

5. DONOR'S ADDRESS

Fat Tire Society
1426 Cerrillos Rd,
Santa Fe, NM 87505

The Donor shall notify the City of any changes in its address. Failure to do so may result in the Donor waiving any rights requiring express consent or notification under this Agreement if such failure prevents the City from contacting the Donor.

6. INDEMNIFICATION

The Donor shall indemnify, hold harmless, and defend the City against all losses, damages, claims, or judgments, including payment of attorney's fees and costs, arising from the Donor's performance under this Agreement, including actions of the Donor's employees, agents, representatives, and subcontractors.

7. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City under this Agreement is subject to the immunities and limitations outlined in the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. The City and its "public employees," as defined under the Act, do not waive sovereign immunity, any defense, or any limitation of liability under the law. No provision in this Agreement shall modify or waive any part of the New Mexico Tort Claims Act.

8. THIRD-PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any rights, title, or interest for any person other than the City and the Donor. No third party shall claim or enforce any rights under this Agreement as a beneficiary.

9. APPLICABLE LAW; CHOICE OF LAW; VENUE

DONOR shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, DONOR agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

CITY OF SANTA FE:

Mark Scott (Apr 18, 2025 16:38 MDT)

MARK SCOTT, CITY MANAGER

DATE: Apr 18, 2025

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Mar 27, 2025 09:02 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

DONOR:

Alex Gibson
Alex Gibson (Mar 26, 2025 16:07 MDT)

ALEX GIBSON, FAT TIRE SOCIETY, PRESIDENT

DATE: Mar 26, 2025

EXHIBIT A

La Tierra Frijoles Proposal

Santa Fe Fat Tire Society(SFFTS) would like to replace existing features at the Frijoles trailhead skills area of La Tierra Open Space to make it more accessible to a wider range of cyclists.

SFFTS proposes replacing the existing trail features with prefabricated features that will be more durable and give the park a more professional and attractive appearance. Part of these improvements would be a unified signage system. SFFTS intends to donate this equipment to the City of Santa Fe for the betterment of the cycling community and public.

The proposed equipment to be installed is as follows:

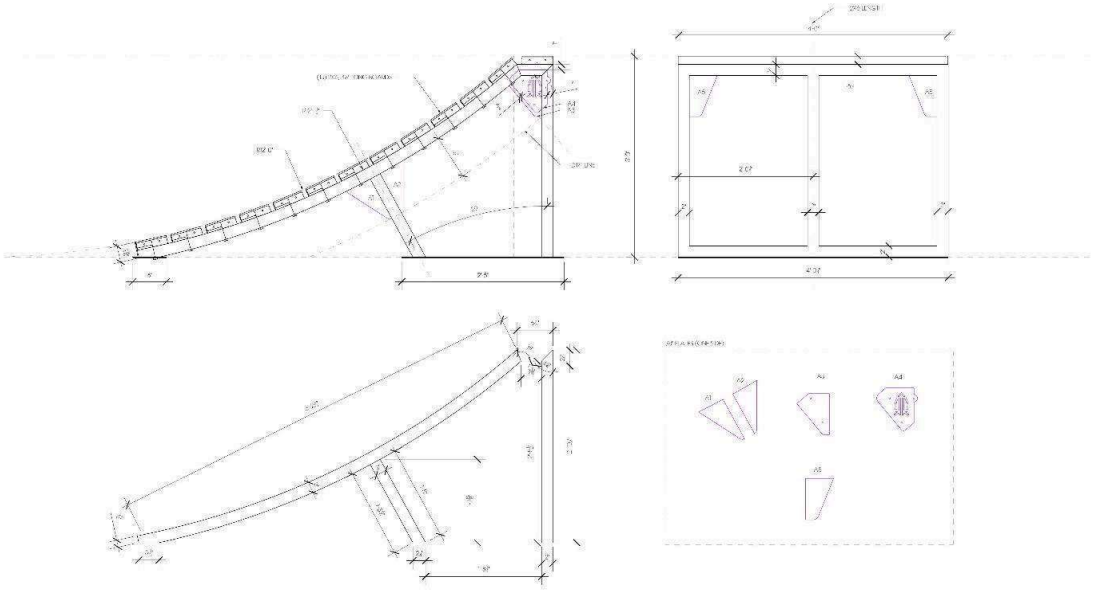
Trail	# of Features	Value
Wooden Jesus	5	$29,300
OG Line	6	$65,282
Mulch Line	1	$25,559
Larry's Line	4	$42,016
Signage	8	$35,190
Total		**$197,347**

The equipment consists of metal framed features with wood decking that are to be installed at La Tierra Open Space by Rocket Ramps, LLC (NM CID # 416097).

See attached spec sheet for an example of the equipment to be installed. Exact dimensions of each piece will vary depending on the difficulty level of the trail on which it is to be installed.

Estimated installation date: October 2025

FAT TIRE SOCIETY



FAT TIRE SOCIETY

FAT TIRE SOCIETY

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Next Insurance US Company	16285
INSURED Rocket Ramps LLC 800 Camino del Poniente Santa Fe, NM 87505	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 747781479 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTR34X4R3-00-GL	05/07/2024	05/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Contractors Errors and Omissions	X		NXTR34X4R3-00-GL	05/07/2024	05/07/2025	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Santa Fe Parks & Recreation Department. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Santa Fe Parks & Recreation Department
1142 Siler Rd
Santa Fe, NM 87507

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Ryan

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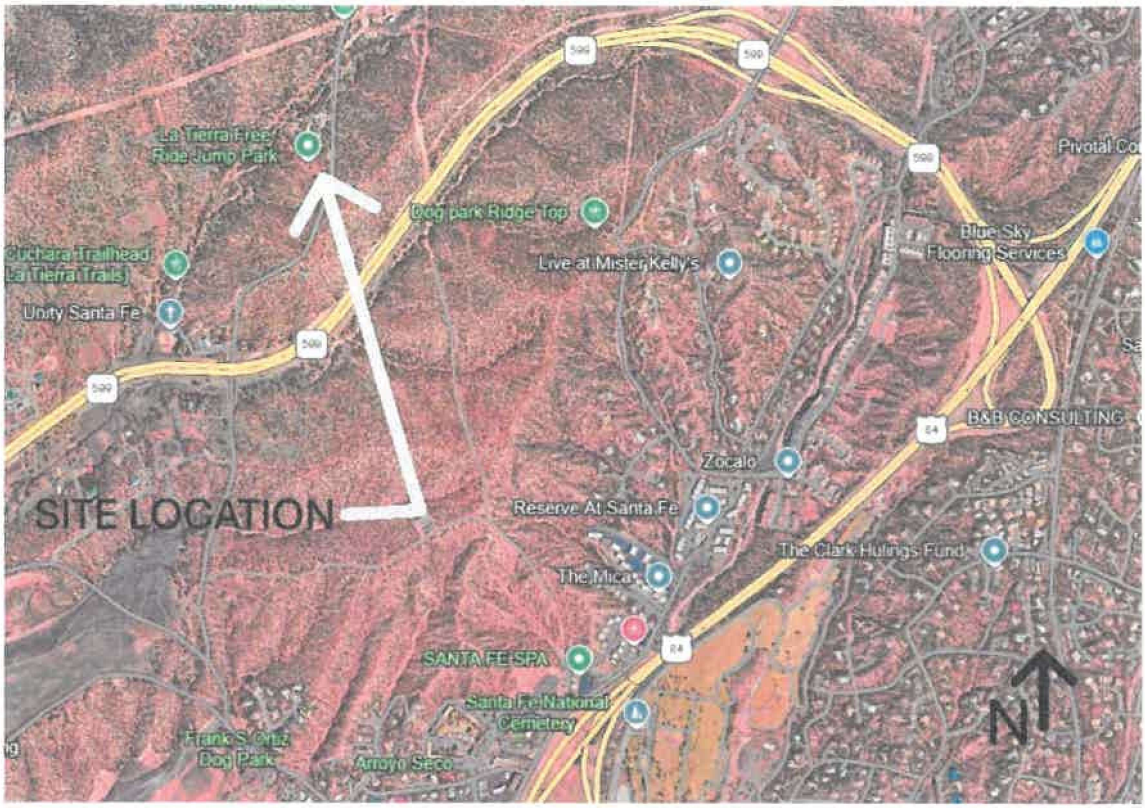
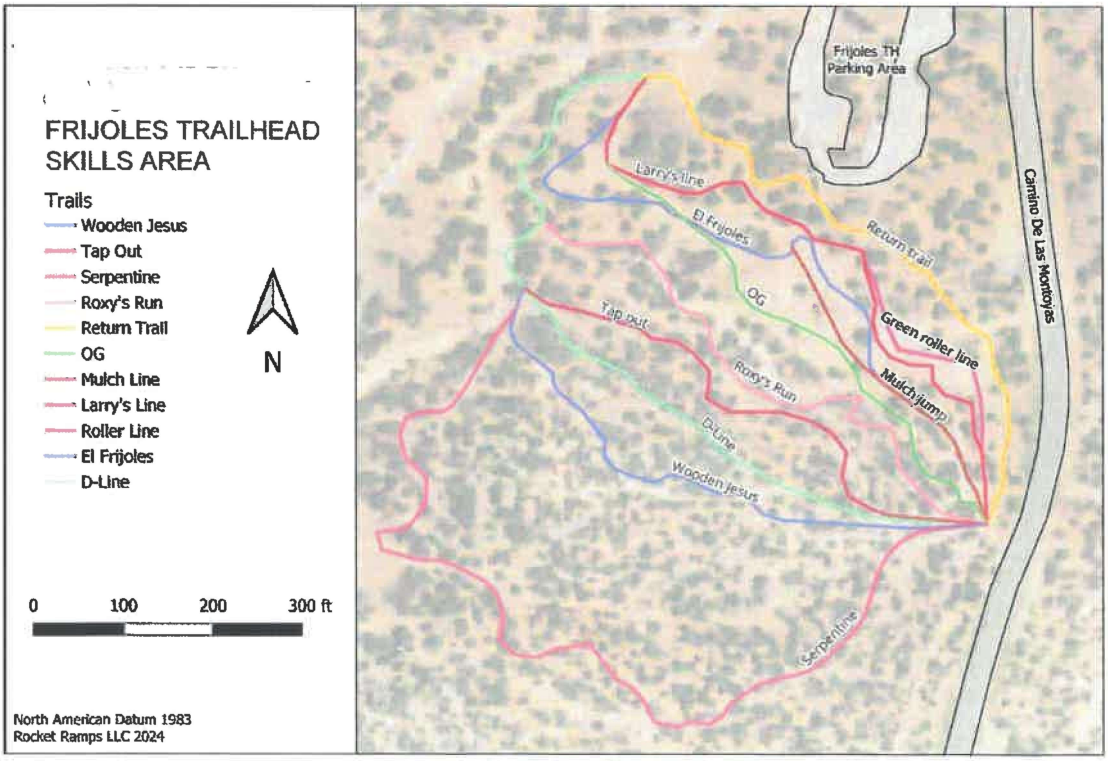
EXHIBIT B


La Tierra Free Ride Jump Park
Dog park Ridge Top
Cuchara Trailhead (La Tierra Trails)
Unity Santa Fe
Live at Mister Kelly's
Blue Sky Flooring Services
B&B CONSULTING
Zocalo
SITE LOCATION
Reserve At Santa Fe
The Clark Hulings Fund
The Mica
SANTA FE SPA
Santa Fe National Cemetery
Frank S. Ortiz Dog Park
Arroyo Seco
N


FRIJOLES TRAILHEAD
SKILLS AREA
Trails
Wooden Jesus
Tap Out
Serpentine
Roxy's Run
Return Trail
OG
Mulch Line
Larry's Line
Roller Line
El Frijoles
D-Line
N
0
100
200
300 ft
North American Datum 1983
Rocket Ramps LLC 2024
Frijoles TH Parking Area
Larry's line
El Frijoles
Return trail
OG
Tap out
Green roller line
Mulch jump
Roxy's Run
D-Line
Wooden Jesus
Serpentine
Camino De Las Montoyas